

RESOLUTION NO. 78-131

RESOLUTION APPROVING AGREEMENT WITH THE NORTHERN CALIFORNIA POWER AGENCY TO INITIATE AND DEVELOP A RESIDENTIAL ENERGY CONSERVATION AND INSULATION PROGRAM WITHIN THE CITY OF LODI.

WHEREAS, NCPA has entered into an agreement with the State of California, CEC entitled Number 400-038 7/8, dated December 28, 1977 (hereinafter referred to as the CEC Contract) wherein NCPA is eligible for a State grant to be used to fund the residential energy conservation and insulation programs of its member cities;

WHEREAS, the City of Lodi desires to enter into a residential energy conservation and insulation program in order to eliminate or reduce unneeded uses of energy and to reduce peak loads;

WHEREAS, NCPA desires to contract with the City of Lodi to initiate and develop a residential energy conservation and insulation information program for said City (hereinafter called conservation programs);

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby approve Agreement dated November 1, 1978 by and between the Northern California Power Agency and the City of Lodi whereby the Northern California Power Association agrees to contract with the City of Lodi to initiate and develop a residential energy conservation and insulation information program within the City of Lodi. A copy of said Agreement is attached hereto, identified as Exhibit "A" and thereby made a part hereof.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Agreement on behalf of the City.

DATED: SEPTEMBER 20, 1978

I hereby certify that Resolution No. 78-131 was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 20, 1978 by the following vote:

Ayes: Councilmen - Hughes, Katnich, Katzakian and
Pinkerton

Noes: Councilmen - McCarty

Absent: Councilmen - None


ALICE M. REIMCHE
CITY CLERK

A G R E E M E N T

THIS AGREEMENT, made and entered into this first day of November, 1978, by and between the Northern California Power Agency (hereinafter referred to as NCPA) and the City of Lodi, a Municipal Corporation of California (hereinafter referred to as CONTRACTOR):

WITNESSETH:

WHEREAS, NCPA has entered into an agreement with the State of California, CEC entitled Number 400-038 7/8, dated December 28, 1977 (hereinafter referred to as the CEC contract) wherein NCPA is eligible for a State grant to be used to fund the residential energy conservation and insulation programs of its member cities;

WHEREAS, the City of Lodi desires to enter into a residential energy conservation and insulation program in order to eliminate or reduce unneeded uses of energy and to reduce peak loads;

WHEREAS, NCPA desires to contract with the City of Lodi to initiate and develop a residential energy conservation and insulation information program for said City (hereinafter called conservation programs);

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. PROJECT COORDINATION.

(a) NCPA. The Energy Conservation Coordinator of NCPA shall be the representative of NCPA for all purposes under this agreement. Sharon Kruse hereby is designated as the NCPA Project Coordinator. Any and all references to an NCPA contract officer within this agreement or its exhibits shall be deemed to refer to the NCPA Project Coordinator.

(b) CONTRACTOR. CONTRACTOR shall assign a single Project Director to have overall responsibility for the progress and execution of this agreement for CONTRACTOR. William Lewis hereby is designated as the Project Director for CONTRACTOR. Should circumstances or conditions subsequent to the execution of this agreement require a substitute Project Director for any reason, the Project Director designee shall be subject to the prior written acceptance and approval of the NCPA Project Coordinator.

2. DUTIES OF CONTRACTOR.

SERVICES TO BE FURNISHED. CONTRACTOR shall provide all specified services as set forth below:

(a) CONTRACTOR shall initiate and develop conservation programs in the City of Lodi through its Utility Department. The programs will include home energy reduction surveys, inspection for insulation requirements, and other such program elements as may be mutually agreed upon between the NCPA and the CONTRACTOR. CONTRACTOR will cooperate with other utilities in development of its residential energy conservation programs.

(b) CONTRACTOR shall hire sufficient staff to implement a residential energy conservation program developed under this agreement.

3. COMPENSATION.

For the performance of the above-stated services by CONTRACTOR, NCPA shall pay CONTRACTOR monthly progress payments payable after submission by CONTRACTOR of an itemized billing in triplicate of services rendered and expenses incurred and following approval by NCPA.

All such payments shall be subject to a prorata retention of funds. In computing the amount of any progress payment, the NCPA shall determine what the CONTRACTOR has expended during the period for which payment is being made on the basis of the contract terms, but shall retain out of such earnings an amount at least equal to 25% thereof, pending satisfactory completion of the

entire contract. The total amount of personnel services shall not exceed \$41,000. Final payment shall be made upon satisfactory completion of the entire contract.

4. TERM.

The services to be performed hereunder shall commence on date of execution of agreement, for a period of one year.

5. TRAVEL COSTS.

CONTRACTOR shall be reimbursed by NCPA for travel costs incurred during development and implementation of the residential energy conservation program. The travel reimbursement shall be: Auto: 15 cents per mile; Air Travel: actual cost of coach fare; and other travel costs such as room and meals shall be actual cost (as shown upon submitted receipts).

6. OUT-OF-STATE TRAVEL.

CONTRACTOR shall be reimbursed by NCPA for out-of-state travel provided said travel is authorized in writing by the NCPA Project Coordinator and the CEC Project Coordinator.

7. CLERICAL SERVICES.

CONTRACTOR shall be reimbursed by NCPA for any clerical services required for the conservation programs implemented under this agreement. The time and nature of said services shall be documented by CONTRACTOR.

8. LEGAL SERVICES.

CONTRACTOR shall be responsible for any legal services required for any program implemented under this agreement. Such legal services shall not be reimbursed by NCPA.

9. BAD DEBT COSTS.

CONTRACTOR shall assume all costs for bad debts or uncollectibles incurred.

10. COMPUTER PROGRAMMING COSTS.

CONTRACTOR shall be reimbursed by NCPA for all costs incurred to reprogram its computer for billing and other related activities. The continuing costs of billing customers shall be borne by the CONTRACTOR.

11. PRINTING COSTS.

NCPA shall be responsible for any printing costs or shall reimburse CONTRACTOR for any printing costs for pamphlets, bill stuffers, and special billing envelopes necessary for any program arising under this agreement. City publication incidental to programs under this agreement shall be the responsibility of the CONTRACTOR.

12. POSTAGE AND SUPPLY COSTS.

NCPA shall reimburse CONTRACTOR for necessary postage and supply costs incurred on the conservation programs other than normal utility billing postage.

13. EQUIPMENT COSTS.

Equipment necessary for the operation of conservation programs shall be rented or loaned to the program by the CONTRACTOR; "Equipment" includes among other things, typewriters and other equipment. Telephone installation charges and monthly telephone bills shall also be reimbursable by NCPA.

14. INITIAL TRAINING.

The cost of the training for conservation programs under this agreement shall be paid by NCPA. CONTRACTOR shall be reimbursed by NCPA for travel and living costs incurred during the training pursuant to this agreement. Training and associated expenses including travel must have prior written authorization from the NCPA Project Coordinator.

15. FISCAL REPORTS.

CONTRACTOR shall retain and furnish NCPA upon request all records of expenses incurred under this agreement that have been reimbursed by NCPA including hours of employment by any employee of CONTRACTOR for which NCPA has been billed.

Such records shall be maintained for a period of five (5) years following the termination of this contract and shall be made available to NCPA for inspectional audit upon request.

16. MONITORING AND EVALUATING.

Overall monitoring and evaluating of the program shall be performed jointly by NCPA and CEC and shall conform to CEC standard monitoring and evaluating procedures. However, CONTRACTOR shall be responsible for monitoring and evaluating all programs arising under this agreement and shall be responsible for managing and changing said programs, if necessary, including obtaining any and all information on energy saved through said program. CONTRACTOR shall not terminate or make any major changes to programs arising under this agreement without the prior written consent of both NCPA and CEC.

17. HOLD HARMLESS.

Each party agrees to indemnify, defend, and hold harmless the other party, its officers, agents, and employees from any claims, demands, or liability of any nature whatsoever caused in whole or in part by the negligence of said indemnifying party, its officers, agents, or employees arising out of this agreement.

18. ASSIGNMENT.

(a) Neither party shall assign, transfer, convey or otherwise dispose of this agreement or any right, title or interest in or to the same or any part thereof without the prior written consent of the other party.

(b) SUBCONTRACTORS. CONTRACTOR shall be responsible for employing or engaging all persons necessary to perform the services of CONTRACTOR hereunder. CONTRACTOR shall obtain NCPA's written approval prior to entering into any sub-contract for work arising under this agreement. Upon termination of any sub-contract, CONTRACTOR shall notify NCPA immediately.

19. AGREEMENT BINDING.

The terms, covenants and conditons of this agreement shall apply to and shall bind the successors, assigns and subcontractors of both parties.

20. AGREEMENT CONTAINS ALL UNDERSTANDINGS.

This document represents the entire and integrated agreement between NCPA and CONTRACTOR and supersedes all prior negotiations, representations or agreements either written or oral. This document may be amended only by written instrument signed by both NCPA and CONTRACTOR. All provisions of this agreement are expressly made conditions. This agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, NCPA and CONTRACTOR have executed this agreement the day and year first above written.

NORTHERN CALIFORNIA POWER AGENCY

Chairman

CITY OF LODI

Mayor

APPROVED:

STATE OF CALIFORNIA ENERGY COMMISSION

Attest: City Clerk

By _____